

## REMARKS

This document is responsive to the Office Action dated August 11, 2004. By way of the foregoing amendments, respective claims have been cancelled without prejudice, amendments to respective claims have been made for purposes of clarification, Claim 27 has been reinstated (as discussed in greater detail below), and new claims have been added. Favorable reconsideration and allowance of the present application is respectfully requested in view of the foregoing amendments and these remarks.

The Office Action rejects claims on numerous grounds. The Applicant respectfully disagrees with all of the rejections and the Office Action's characterization of the prior art. Nonetheless, and in an effort to expedite prosecution, each of the presently pending independent claims has been amended for purposes of clarification.

It is respectfully submitted that each of the independent claims is neither taught nor suggested by the prior art. For example, amended Claim 1 recites:

an indentation pattern formed in the nature of a plurality of scored impressions in the laminate material, wherein

the scored impressions are at least partially defined by the microwave interactive layer and substantially maintain the integrity of the microwave interactive layer,

a first side of the microwave interactive layer faces away from the substrate and includes a plurality of substantially flat, coplanar surfaces that are at least partially separated from one another respectively by the scored impressions,

the scored impressions extend below the substantially flat, coplanar surfaces of the first side of the microwave interactive layer while the substantially flat, coplanar surfaces are facing upward,

the scored impressions are not fold lines,

each of the scored impressions is respectively positioned between at least two of the substantially flat, coplanar surfaces of the outer side of the microwave interactive layer, and

in a plan view of the first side of the microwave interactive layer: a summation of all areas of the first side that are in the form of the substantially flat, coplanar surfaces exceeds a summation of all areas of the first side that are in the form of the scored impressions.

The Office Action rejects independent Claim 1 as being anticipated by US 5,585,027 to Young. It is respectfully submitted that this rejection should be withdrawn because, for example, amended Claim 1 recites that "the scored impressions . . . substantially maintain the integrity of

the microwave interactive layer.” In contrast, and for example, Young specifies, at col. 5, lines 41 and 42, that “[e]ach tear perforation extends entirely through all three layers of substrate 12 [which includes the susceptor metal layer 16, as illustrated in Fig. 2].” As another, similar, contrasting example, US 5,350,904 to Kemske refers, at col. 3, lines 17-19, to “scoring, cutting, etching, stamping, printing, or other methods to disrupt the conductive coating of the susceptor means.” Also see Kemske at col. 5, lines 54-62. Accordingly, neither Young nor Kemske teach or suggest Claim 1.

In addition, Claim 1 is also neither taught nor suggested by US 5,585,027 to Young because, for example, Claim 1 recites that “in a plan view of the first side of the microwave interactive layer: a summation of all areas of the first side that are in the form of the substantially flat, coplanar surfaces exceeds a summation of all areas of the first side that are in the form of the scored impressions.” In contrast, and for example, see Young’s Figs. 3-7 and 16.

The Office Action also rejects Claim 1 as being anticipated by US 4,794,005 to Swiontek. It is respectfully submitted that this rejection should be withdrawn because, for example, amended Claim 1 recites that “the scored impressions are not fold lines.” The Office Action appears to be indicating that the score lines 21 of Swiontek correspond to the scored impressions recited in Claim 1. However, it is respectfully submitted that the score lines 21 of Swiontek do not correspond to the scored impressions recited in Claim 1 because, for example, the score lines 21 of Swiontek are fold lines. The score lines 21 of Swiontek are fold lines because, for example, it is indicated by Swiontek, at col. 5, lines 13-15, that “[i]n order to enable folding of the blanks into their cradling U-like shape, each of the panel portions is separated by, for example, a score line 21.” Accordingly, Claim 1 is neither taught nor suggested by Swiontek.

It is also respectfully submitted that independent Claim 2 is neither taught nor suggested by the prior art. For example, Claim 2 recites:

an indentation pattern formed in a first side of the laminate material,  
wherein  
the indentation pattern substantially maintains the integrity of the microwave interactive layer,  
the indentation pattern is absent of fold lines;  
the indentation pattern extends a distance into the laminate material that is less than a thickness defined between the first side of the laminate material and a second side of the laminate material, so that the second side of the laminate material is absent of protrusions corresponding to the indentation

pattern, and

the second side of the laminate material is opposite from the first side of the laminate material.

The Office Action rejects Claim 2 as being anticipated by US 5,585,027 to Young. It is respectfully submitted that this rejection should be withdrawn because, for example, amended Claim 2 recites that “the indentation pattern substantially maintains the integrity of the microwave interactive layer.” In contrast, and for example, Young specifies, at col. 5, lines 41 and 42, that “[e]ach tear perforation extends entirely through all three layers of substrate 12 [which includes the susceptor metal layer 16, as illustrated in Fig. 2].” As another, similar, contrasting example, US 5,350,904 to Kemske refers, at col. 3, lines 17-19, to “scoring, cutting, etching, stamping, printing, or other methods to disrupt the conductive coating of the susceptor means.” Also see Kemske at col. 5, lines 54-62. Accordingly, neither Young nor Kemske teach or suggest Claim 1.

In addition, Claim 2 is also neither taught nor suggested by US 5,585,027 to Young because, for example, Claim 2 recites that “the indentation pattern is absent of fold lines . . . [and] the indentation pattern extends a distance into the laminate material that is less than a thickness defined between the first side of the laminate material and a second side of the laminate material, so that the second side of the laminate material is absent of protrusions corresponding to the indentation pattern.” In contrast, and for example, see Young’s Figs. 4-7, 13 and 16, from which it should be apparent that Young does not teach or suggest Claim 2’s recitation of “the indentation pattern extends a distance into the laminate material that is less than a thickness defined between the first side of the laminate material and a second side of the laminate material, so that the second side of the laminate material is absent of protrusions corresponding to the indentation pattern.”

The Office Action also rejects Claim 2 as being anticipated by US 4,794,005 to Swiontek. It is respectfully submitted that this rejection should be withdrawn because, for example, amended Claim 2 recites that “the indentation pattern is absent of fold lines.” The Office Action appears to be indicating that the score lines 21 of Swiontek correspond to the indentation pattern recited in Claim 2. However, it is respectfully submitted that the score lines 21 of Swiontek do not correspond to the indentation pattern recited in Claim 2, because the score lines 21 of Swiontek are fold lines, and Claim 2 expressly indicates that “the indentation pattern

is absent of fold lines.” The score lines **21** of Swiontek are fold lines because, for example, it is indicated by Swiontek, at col. 5, lines 13-15, that “[I]n order to enable folding of the blanks into their cradling U-like shape, each of the panel portions is separated by, for example, a score line **21**.” Accordingly, Claim 2 is neither taught nor suggested by Swiontek.

It is respectfully submitted that each of independent Claims 90 and 91 are neither taught nor suggested by the prior art. For example, Claims 90 and 91 each recite that:

the indentation pattern is absent of fold lines; [and]  
the indentation pattern extends a distance into the substrate that is less than a thickness defined between a first side of the substrate and a second side of the substrate so that the second side of the substrate is absent of protrusions corresponding to the indentation pattern . . .

The Office Action rejects independent Claims 90 and 91 as being anticipated by US 5,585,027 to Young. It is respectfully submitted that this rejection should be withdrawn because, for example, amended Claims 90 and 91 recite that “the indentation pattern extends a distance into the substrate that is less than a thickness defined between a first side of the substrate and a second side of the substrate .” In contrast, and for example, Young specifies, at col. 5, lines 41 and 42, that “[e]ach tear perforation extends entirely through all three layers of substrate **12**.” In addition, Claims 90 and 91 are also neither taught nor suggested by Young because, for example, Claims 90 and 91 recite that “the second side of the substrate is absent of protrusions corresponding to the indentation pattern.” In contrast, and for example, see Young’s Figs. 3-7, 13 and 16. Accordingly, Claims 90 and 91 are neither taught nor suggested by Young.

The Office Action also rejects Claims 90 and 91 as being anticipated by US 4,794,005 to Swiontek. It is respectfully submitted that this rejection should be withdrawn because, for example, amended Claims 90 and 91 recite that “the indentation pattern is absent of fold lines.” The Office Action appears to be indicating that the score lines **21** of Swiontek correspond to the indentation pattern recited in Claims 90 and 91. However, it is respectfully submitted that the score lines **21** of Swiontek do not correspond to the indentation pattern recited in Claims 90 and 91, because the score lines **21** of Swiontek are fold lines, and Claims 90 and 91 expressly indicate that “the indentation pattern is absent of fold lines.” The score lines **21** of Swiontek are fold lines because, for example, it is indicated by Swiontek, at col. 5, lines 13-15, that “[I]n order to enable folding of the blanks into their cradling U-like shape, each of the panel portions is

separated by, for example, a score line 21.” Accordingly, Claims 90 and 91 are neither taught nor suggested by Swiontek.

In addition, the Office Action rejects Claims 90 and 91 as being anticipated by US 5,026,958 to Palacios. It is respectfully submitted that this rejection should be withdrawn because, for example, amended Claims 90 and 91 recite that “the second side of the substrate is absent of protrusions corresponding to the indentation pattern.” In contrast, Palacios’ containers that include interior corrugations 44, and that also have outsides that are seen in the figures of Palacios (e.g., Figs. 1, 2, 4, 9 and 11), are shown as having protruding corrugations 44 that are on the outside and correspond to the interior corrugations 44. There is no teaching to the contrary in Palacios; therefore, those of ordinary skill in the art will understand that Palacios does not teach or suggest “the second side of the substrate is absent of protrusions corresponding to the indentation pattern”, as recited in Claims 90 and 91.

Whereas multiple patentable distinctions between the independent claims and the prior art are identified in the above discussions, the Applicant has not identified all of the patentable distinctions between the independent claims and the prior art in the above discussions. In addition, and for each of the independent claims, the Applicant is not conceding that each of the above-discussed, respective distinctions is required for patentably distinguishing over the prior art.

In view of the foregoing, it is respectfully submitted that each of the pending independent claims, Claims 1, 2, 90 and 91, is in condition for allowance. In addition, it is respectfully submitted that the dependent claims are in condition for allowance because of their respective dependence from an allowable independent claim, and because the dependent claims further patentably distinguish the present invention.

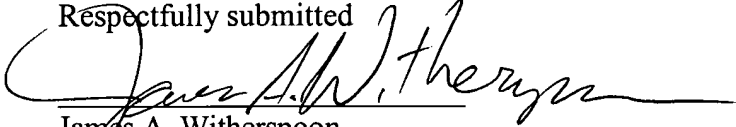
Further regarding the patentably distinguished dependent claims, as one example, the Examiner’s attention is directed to dependent Claim 27, which was previously inadvertently withdrawn from consideration. It is submitted that Claim 27 should not have been withdrawn from consideration because it reads on the previously elected species of Figures 1-3. Accordingly, the current status of Claim 27 has been changed from “withdrawn” to “original”, and it is respectfully submitted that Claim 27 should be substantively examined and that it is neither taught nor suggested by the prior art.

As additional examples, the Examiner's attention is directed to new dependent Claims 104-120. It is respectfully submitted that each of these new claims 104-120 reads on the elected species.

In view of the foregoing, it is respectfully submitted that the present application is in condition for immediate allowance, and such action is solicited. If for some reason the Examiner deems that the present application is not in condition for allowance, it is respectfully requested that he contact the undersigned at 704-331-4904, in an effort to expedite prosecution.

The Commissioner is hereby authorized to charge any additional fees that may be required for the timely consideration of this Amendment under 37 C.F.R. §§ 1.16 and 1.17, or credit any overpayment, to Deposit Account No. 09-0528.

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Date

Respectfully submitted  
  
James A. Witherspoon  
Registration No. 36,723

CUSTOMER NUMBER 26158  
WOMBLE CARLYLE SANDRIDGE & RICE  
P. O. Box 7037  
Atlanta, Georgia 30357-0037  
(704) 331-4904 (Telephone)  
(704) 444-9971 (Facsimile)